

One Source Communications, Inc.
Arizona Tariff

ORIGINAL

Original Title Sheet

DOMESTIC INTERSTATE TELECOMMUNICATIONS TARIFF

OF

One Source Communications, Inc.

134 Water Street; Allegan, MI 49010

This tariff contains the descriptions, regulations and rates applicable to the furnishing of telecommunications services provided by One Source Communications, Inc. between points within the contiguous United States, Alaska, Hawaii, Puerto Rico, U.S. Virgin Islands and international locations as specified herein. Copies may be inspected during normal business hours at the Company's principal place of business: 134 Water Street; Allegan, MI 49010.

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EFFECTIVE: 11/23/98

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Original Sheet No. 1

CHECK SHEET

The Title Sheet and Sheets 1 through 21 inclusive of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

<u>SHEET</u>	<u>REVISION</u>
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CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

No Participating Carriers

EXPLANATION OF SYMBOLS

- (C) To signify **changed** conditions or regulation
- (D) To signify **discontinued** rate, conditions or regulation
- (I) To signify increase in rate
- (M) To signify that material has been **transferred from** another sheet or place in the tariff without change
- (N) To signify a **new** rate, regulation, condition or sheet
- (R) To signify a **reduction** in rate
- (S) To signify a **reissued** matter
- (T) To signify a change in **text** for **clarification** but no change in rate
- (Z) To signify a **correction**

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APPLICATION OF TARIFF

This tariff contains the regulations and rates applicable to the provision of resold interstate interexchange telecommunications services by One Source Communications, Inc. (hereinafter referred to as "One Source" or "Company") between points within the contiguous United States, Alaska, Hawaii, Puerto Rico, U.S. Virgin Islands and international locations as specified herein. Service is furnished subject to transmission, atmospheric and like conditions.

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Original Sheet No. 5

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Account Code:

A numerical code, one or more of which are available to a customer to enable identification of individual users or groups of users on an account and to allocate costs of service accordingly.

Called Station:

The terminating point of a call (i.e., the called number).

Credit Card:

A valid bank or **financial** organization card, representing an account to which the costs of products and services purchased by the card holder may be charged for future payment. Such cards include those issued by VISA or **MasterCard**.

Calling Card:

A card issued by Company containing such account numbers assigned to its Customer which enables the charges for calls made be properly billed on a prearranged basis.

Company:

One Source Communications, Inc. ("ONE SOURCE")

Commission:

Arizona Corporation Commission

Customer:

The person, firm corporation or other entity which orders or uses service and is responsible for payment of charges and compliance with tariff regulation.

Dialing Restriction:

Enables subscribers to restrict calling exclusively to subscriber predetermined telephone numbers.

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SECTION 1 ■ TECHNICAL TERMS AND ABBREVIATIONS

Disconnect or Disconnection:

The termination of a circuit connection between the Origination Station and the Called Station or the Company's operator.

Master Business Account:

A business account comprising \$500.00 or more of the Company's long distance service usage and consisting of multiple calling cards assigned to the same account.

Measured Service:

The provision of long distance measured time communications telephone service to customers who access the Company's service at its contracted interexchange carriers' switching and call processing equipment by means of access facilities obtained from local exchange common carrier(s). Company contracted interexchange carrier is responsible for arranging the access lines.

Postpaid Service:

Presubscribed service where subscribers are billed for and remit payment subsequent to the provision of service.

Prepaid Service:

A discretionary prepaid calling card service for which subscribers pay prior to accessing the service.

Subscriber:

See "Customer" definition.

Travel Card:

See "Calling Card" definition.

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One Source Communications, Inc.
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SECTION 2 • RULES AND REGULATIONS

2.1. UNDERTAKING OF COMPANY

2.1.1. Company's services are furnished for telecommunications originating and or terminating in any area within in and between points within the contiguous United States, Hawaii, Puerto Rico, U.S. Virgin Islands and international locations.

2.1.2. Company is a non-facilities-based provider of interexchange telecommunications services to Customers for their direct transmission and reception of voice, data, and other types of communications.

2.1.3. Company offers, access, switching, transport and termination services via its underlying carrier's network.

2.1.4. Customer's charges for Company's service are based on the total time Customer actually uses the service. For billing purposes duration of each call will be rounded up to the nearest increment as described in Section 3.1 of this tariff.

2.1.5. Subject to availability, the customer may use authorization codes to identify the users or user groups on an account. The numerical composition of the codes shall be set by Company to assure compatibility with the Company's accounting and billing systems and to avoid the duplication of codes.

2.1.6. The Company's services are provided on a monthly basis unless otherwise provided, and are available twenty-four hours per day, seven day per week.

2.2. LIMITATIONS

2.2.1. Service is offered subject to the availability of the necessary facilities and equipment, or both facilities and equipment, and subject to the provisions of this tariff.

2.2.2. Company reserves the right to immediately disconnect service without incurring liability when necessitated by conditions beyond the company's control or when the customer is using the service in violation of either the provisions of this tariff or the laws, rules, regulations, or policies of the jurisdiction of the Originating Station or the Terminating Station, or the laws of the United States including rules, regulations and policies of the Arizona Corporation Commission.

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One Source Communications, Inc.
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SECTION 2 - RULES AND REGULATIONS

2.2. LIMITATIONS, Continued

2.2.3. The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.

2.2.4. Title to all facilities provided by Company under these regulations remains in ONE SOURCE's name.

2.2.5. Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.

2.3. USE

2.3.1. Service may be used for the transmission of communications by the customer for any lawful purpose for which the service is technically suited.

2.3.2. Service may not be used for any unlawful purpose or for any purpose for which any payment or other compensation is received by the Customer, except when the Customer is a duly authorized and regulated common carrier. This provision does not prohibit an arrangement between the Customer, authorized user or joint user to share the cost of service so long as the arrangement generates no profit for any participant in the arrangement.

2.3.3. The Company strictly prohibits use of the Company's services without payment or an avoidance of payment by the Customer by fraudulent means or devices including, providing falsified calling card numbers or invalid calling card numbers to the Company, providing falsified or invalid credit card numbers to the Company or in any way misrepresenting the identity of the Customer.

2.4. LIABILITIES OF THE COMPANY

2.4.1. Company is not liable for any act or omission of any other company or companies furnishing a portion of the service.

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SECTION 2 - RULES REGULATIONS

2.4. LIABILITIES OF THE COMPANY, Continued

2.4.2. The liability of the Company for damages arising out of mistakes, omission, interruptions, delays, errors or defects in transmission occurring in the course of furnishing service or other facilities and not caused by the negligence of the customer, commences upon activation of service and in no event exceeds and amount equivalent to the proportionate charge to the Customer for the period of service during which such mistakes, omissions, interruptions, delays, error, or defects in transmission occur.

2.4.3. Company shall be indemnified and held harmless by the customer against:

A. Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information or other content transmitted over company's facilities; and

B. Claims for patent infringement arising from combining or connecting company's facilities with apparatus and systems of the Customer; and

C. All other claims arising out of any act or omission of the Customer in connection with any service provided by Company.

2.4.4. The Company is not liable for any defacement of, or damage to, the equipment or premises of a customer resulting from the furnishing of services when such defacement or damage is not the result of the result of the Company's negligence.

2.4.5. No agents or employees of connecting, concurring or other participating carriers or company shall be deemed to be agents or employees of the company without written authorization,

2.4.6. The Company shall not be liable for any damages, including usage charges, that the Customer may incur as a result of the unauthorized use of its communications equipment. The unauthorized use of the Customer's communications equipment includes, but is not limited to, the placement of calls from the Customer's premises and the placement of calls through Customer-controlled or Customer-provisioned equipment that are transmitted or carried over the Company's network services without the authorization of the Customer. The Customer shall be fully liable for all such charges.

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SECTION 2 - RULES AND REGULATIONS

2.4. LIABILITIES OF THE COMPANY, Continued

2.4.7. Company shall not be liable for and the Customer indemnifies and holds harmless from any and all loss claims, demands, suits, or other action or liability whatsoever, whether suffered, made instituted or asserted by the Customer or by any other party or person, for any personal injury to, death of, any person or persons, and for any loss, damage, defacement or destruction of the premises of the customer or any other property, whether owned by the Customer or by others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of equipment or wiring provided by company where such installation, operation, failure to operate, maintenance, condition, location or use is not the direct result of Company's negligence.

2.4.8. The Company is not liable for any failure of performance hereunder due to causes beyond its control, including but not limited to, unavoidable interruption in the working of its circuits or those of another common carrier; acts of God; storms, fire, flood, or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or any other governmental entity having jurisdiction over the company or of any department, agency, commission, bureau, corporation, or other instrumentality or any one or more of such instrumentality or any one of more of such governmental entities, or of any civil or military authority; national emergencies, insurrections, riots, rebellions, wars, strikes, lockouts, work stoppages, or other labor difficulties; or notwithstanding anything in this tariff to the contrary, the unlawful acts of the Company's agents and employees, of committed beyond the scope of their employment.

2.4.9. The Company shall not be liable for damages or adjustment, refund, or cancellation of charges unless the Customer has notified the Company in writing, of any dispute concerning charges, or the basis of any claim for damages, within thirty (30) calendar days after the invoice is rendered or a debit is effected by the Company with a reasonable basis upon which to evaluate the Customer's claim or demands. If notice of a dispute concerning the charges is not received, in writing, within thirty (30) calendar days after an invoice is rendered or a debit is effected, such invoice shall be deemed to be correct, accepted, and binding upon the Customer.

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SECTION 2 - RULES AND REGULATIONS

2.5. PREPAID SUBSCRIBER RESPONSIBILITIES

2.5.1. The Customer is responsible for the payment of all charges for services furnished to the customer and for all additional charges for calls the Customer elects to continue making, after notification that the initial amount of calling has been depleted. Charges are based on actual usage.

2.5.2. The Customer is responsible for compliance with applicable regulations set forth in this tariff.

2.5.3. The Customer is responsible for establishing its identity as often as necessary during the course of the call or when seeking credits from the Company.

2.6. INTERRUPTION OF SERVICE

2.6.1. Credit allowance for interruptions of service which are not due to Company's testing or adjusting, to the negligence of the customer, or to the failure of channels, equipment and/or communications equipment provided by the Customer, are subject to the general liability provisions set forth in Section 2.4, herein. It shall be the obligation of the customer to notify Company of any interruptions of service. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission of the Customer, not within the Customer's control.

2.6.2. For purposes of credit computation for leased facilities, every month shall be considered to have 720 hours. No credit shall be allowed for an interruption of a continuous duration of less than two hours.

2.6.3. The subscriber shall be credited for an interruption of two hours or more at the rate of 1/720th of the monthly charge for the facilities affected for each hour or major fraction thereof that the interruption continues.

Credit formula: $\text{Credit} = (A/720) \times B$

A = outage time in hours

B = total monthly charge for affected utility

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SECTION 2 ■ RULES AND REGULATIONS

2.7. RESTORATION OF SERVICE

The use and restoration of service in emergencies shall be in accordance with part 64, Subpart D of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

2.8. PAYMENTS AND BILLING FOR POSTPAID SERVICES

2.8.1. Billing disputes should be addressed to Company's customer service organization via telephone to (602) 607-1 172.

2.8.2. In the case of a dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled with mutual satisfaction, the Customer may request, and the Company will perform, an in-depth review of the disputed amount. (The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnection).

2.9. CANCELLATION BY COMPANY

Company reserves the right to immediately discontinue furnishing the service to customers without incurring liability:

- A. In the event of tampering with the utilities equipment; or
- B. In the event of a condition determined to be hazardous to the Customer, to other customers of the utility, to the utilities equipment, the public or to employees of the utility; or
- C. By reason of any order or decision of a court or any other governmental authority which prohibits the Company from furnishing such service; or
- D. If the Company deems such refusal necessary to protect itself or third parties against fraud or to otherwise protect its personnel, agents, facilities or services without notice.
- E. For unlawful use of the service or use of the service for unlawful purposes.

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SECTION 2 - RULES AND REGULATIONS

2.9. CANCELLATION BY COMPANY, Continued

Company may discontinue service according to the following conditions, providing five (5) days written notice:

- A. For violation of Company's filed tariffs.
- B. For the non-payment of any proper charge as provided by Company's tariff.
- C. For Customer's breach of the contract for service between the utility and customer.
- D. When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.

2.10. INTERCONNECTION

2.10.1. Service furnished by Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by Company. Any special interface of equipment or facilities necessary to achieve compatibility between the facilities of Company and other participating carriers shall be provided at the Customer's expense.

2.10.2. Interconnection between the facilities or services of other carriers shall be under the applicable terms and conditions of the other carriers' tariffs. The Customer is responsible for taking all necessary legal steps for interconnecting customer provided terminal equipment or communications equipment with Company's facilities. The Customer shall secure all licenses, permits, rights-of-way, and other such arrangements necessary for interconnection.

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SECTION 2 - RULES AND REGULATIONS

2.11. DEPOSITS

The Company does not require a deposit from the Customer.

2.12. TAXES

All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items on monthly bills to Customers and are not included in quoted rates.

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SECTION 3 - DESCRIPTION OF SERVICE

3.1. TIMING OF CALLS

3.1.1. Communications originate when the called party answers the call. When the Customer hangs up, the communications charges will terminate for that call.

3.1.2. Unless otherwise specified in this tariff, the minimum call duration for billing purposes are as follows: One Minute.

3.1.3. Any portion of an applicable increment, after the appropriate minimum time for the call, will be rounded upward to the next increment. Calls less than the minimum length will be rounded to the minimum length.

3.1.4. There is no billing for incomplete calls.

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SECTION 3 - DESCRIPTION OF SERVICE

3.2. ONE SOURCE SERVICES

3.2.1. Company is a switchless non-facilities-based interexchange telecommunications provider. Company specializes in interexchange telecommunications services.

3.2.2. Company offers a Flat-Rate Service that is time-of-day and distance insensitive for calls made between points in the United States, Puerto Rico, and the U.S. Virgin Islands. The flat-rate service is available for in-bound calls to toll-free (800/888) numbers that may be assigned to the Customer as well.

3.2.3 Company offers a Calling Card Service that is time-of-day and distance insensitive for calls made between points in the United States, Puerto Rico, and the U.S. Virgin Islands.

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SECTION 4 - RATES

4.1. RATES PER MINUTE - ONE SOURCE SERVICES

Flat-Rate Service: \$0.14 per minute.

Calling Card Service \$0.25 per minute + \$0.25 surcharge per call.

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